
August 29, 2019

ADVICE 4064-E
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: 2019 Bundled Renewables Portfolio Standard (“RPS”) Energy
Sales: Submission of Eight Agreements Between Southern
California Edison Company and various Counterparties

I. INTRODUCTION

A. Purpose of the Advice Letter

Southern California Edison Company (“SCE”) submits this Advice Letter pursuant to California Public Utilities Code Section 399.11 *et seq.* (the “RPS Legislation”) and its 2018 Final RPS Procurement Plan (“2018 RPS Plan”), approved in Decision No. (“D.”) 19-02-007, dated February 28, 2019, and submitted to the California Public Utilities Commission (“Commission”) on April 2, 2019. SCE seeks approval of the eight power purchase and sale agreements (the “Contracts” or “Transactions”) with the following Parties:

- Clean Power Alliance of Southern California, a California Joint Powers Authority (“CPA”)
- Commercial Energy of Montana, Inc. (“Commercial Energy”)
- Direct Energy business Marketing, LLC (“Direct Energy”)
- City of San Jose (“San Jose”)
- East Bay Community Energy Authority, a California Joint Powers Authority (“East Bay”)
- Marin Clean Energy, a California Joint Powers Authority (“Marin”)
- Shell Energy North America (US), L.P. (“Shell”)
- The City and County of San Francisco, Acting Through its Public Utilities Commission, CleanPowerSF (“CleanPowerSF”)

The Contracts facilitate the sale of RPS-eligible renewable energy and associated renewable energy credits (“RECs”) (collectively, the energy and RECs are referred to as “Bundled Product”) from SCE’s existing procured energy portfolio to each of the eight entities listed below (the “Counterparty”). The Transactions are consistent with the sales strategy approved as part of SCE’s 2018 RPS Plan and is a result of SCE’s 2019 Bundled RPS Energy Sales Request for Offers (“RFO”) launched in April 2019.¹

Table 1 summarizes the Transactions stemming from the RFO:

Table 1
Summary of 2019 Bundled RPS Sales Transactions

Buyer	Contract Volume (MWh)	Delivery Term
CPA	700,000	2020
Commercial Energy	3% of the total energy produced from BioRAM facilities	2019 and 2020
Direct Energy	100,000	2019 and 2020
San Jose	1,200,000	2020 and 2021
East Bay	200,000	2020
Marin	400,000	2019 and 2020
Shell	200,000	2020
CleanPowerSF	900,000	2020 and 2021

These short-term Transactions are for the sale of Bundled Product generated in 2019, 2020 and 2021. All energy deliveries will conclude by December 31 of the last year of the energy delivery term. The energy and RECs will be provided from a number of operating solar photovoltaic (“PV”), solar thermal, wind, biomass and/or geothermal facilities located within the state of California and one solar facility that is physically located in the State of Nevada that connects directly to the CAISO.

¹ Final 2018 RPS Plan, filed in Rulemaking (R.)18-07-003 on April 2, 2019.

As required by D.18-12-003, SCE offered BioRAM Bundled Product in this RFO. As a result, Commercial Energy received a Contract for 3% of the Bundled Product from each of the three BioRAM projects under contract to SCE.

B. Subject of the Advice Letter

1. Project Name

The Contracts allow SCE to deliver Bundled Product from various facilities located throughout California and Nevada (“Projects”) that are: i) certified as RPS-eligible by the California Energy Commission (“CEC”); and ii) currently under contract with SCE; and iii) are listed in Table 1 below. SCE may also identify additional Projects by providing notice to the Counterparty and subject to the Counterparty’s consent.

Table 2

Resource List

Facility Name	Resource	Location	CEC RPS ID	Host Balancing Authority
Windstar Energy, LLC	Wind	Tehachapi, CA	60810A	CAISO
Mountain View Power Partners IV, LLC	Wind	North Palm Springs, CA	60487A	CAISO
Mountain View Power Partners, LLC	Wind	North Palm Springs, CA	60284A 60285A	CAISO
Solar Partners I, LLC	Solar	Nipton, CA	62274A	CAISO
Desert Stateline, LLC	Solar	Nipton, CA	60936A	CAISO
Desert Sunlight 250, LLC	Solar	Desert Center, CA	60940A	CAISO
Alta Wind V, LLC	Wind	Mojave, CA	61094A	CAISO
Alta Wind I, LLC	Wind	Mojave, CA	60794A	CAISO
Alta Wind II, LLC	Wind	Mojave, CA	60795A	CAISO
Alta Wind III, LLC	Wind	Mojave, CA	61092A	CAISO
Alta Wind IV, LLC	Wind	Mojave, CA	61093A	CAISO
Mustang Hills, LLC	Wind	Mojave, CA	61287A	CAISO

Alta Wind VIII, LLC	Wind	Mojave, CA	61288A	CAISO
Regulus Solar, LLC	Solar	Bakersfield, CA	61428A	CAISO
Solar Star California XIX, LLC	Solar	Rosamond, CA	61363A	CAISO
Solar Star California XX, LLC	Solar	Rosamond, CA	61364A	CAISO
Solar Star California XIII, LLC	Solar	Gustine, CA	61362A	CAISO
Silver State Solar Power South, LLC	Solar	Primm, NV	61050A	CAISO
Pinyon Pines Wind I, LLC	Wind	Mojave, CA	61807A	CAISO
Pinyon Pines Wind II, LLC	Wind	Mojave, CA	61808A	CAISO
Dillon Wind, LLC	Wind	North Palm Springs, CA	60542A	CAISO

BioRAM Projects:

Pacific Ultrapower Chinese Station	Biomass	Jamestown, CA	60080A	CAISO
Rio Bravo Rocklin	Biomass	Lincoln, CA	60085A	CAISO
Rio Bravo Fresno	Biomass	Fresno, CA	60084A	CAISO

2. Technology

The Projects listed in Table 1 consist of solar PV, solar thermal, wind and biomass renewable technologies, all of the Projects are currently operating, and all technologies are commercially proven.

3. General Location and Interconnection Point

The Projects listed in Table 1 are all located within California or Nevada and are interconnected with the California Independent System Operator (“CAISO”) controlled grid.

4. Owners / Developers

a. Names

The names of the Projects are listed in Table 1.

b. Types of Entities

All of the Projects listed in Table 1 are owned by limited liability companies, through limited partnership or trust.

The following information applies to the Counterparties under the Contracts:

- CPA is a Community Choice Aggregator (“CCA”) serving residential and business customers in unincorporated areas of Los Angeles County and the Cities of Rolling Hills Estates and South Pasadena.
- Commercial Energy is an energy services company that purchases, transmits and distributes energy to customers including businesses, school districts, universities and government agencies.
- Direct Energy has operations and business activities throughout the United States and serves residential and business customers in five states with electricity and natural gas. In California, Direct Energy acts as an Electric Service Provider (“ESP”) working with CCAs and commercial and industrial customers.
- San Jose is a CCA serving residential and business customers in the City of San Jose.
- East Bay is a CCA serving residential and business customers in Alameda County.
- Marin is a CCA serving residential and business customers in Marin County, Napa County, unincorporated Contra Costs County, Benicia, Concord, Danville, El Cerritos, Lafayette, Martinez, Moraga, Oakley, Pinole, Pittsburg, Richmond, San Pablo, San Ramon, and Walnut Creek.
- Shell is a wholesale energy marketer and trader in North America and provides energy-related products and services to public and private utilities, commercial

and industrial companies, retail aggregators, and energy producers.

- CleanPowerSF is a CCA serving residential and business customers in the City and County of San Francisco.

c. Business Relationship between seller/owner/developer

SCE is not aware of any corporate affiliations between the Projects, the Counterparties, and SCE.

5. Project Background

All of the Projects that are expected to deliver volumes pursuant to the Contracts are existing and operating facilities under current RPS contracts to deliver output to SCE.

6. Source of Agreement

The Contracts resulting from SCE's 2019 Bundled RPS Energy Sales RFO were implemented consistent with SCE's 2018 RPS Plan. SCE sent email notification of the RFO through the PowerAdvocate website. Along with the contacts registered on the PowerAdvocate website, the distribution list included over 2,200 contacts from SCE's own mailing list comprised of Load Serving Entities ("LSEs"), CCAs, investor-owned Utilities ("IOUs"), ESPs, marketers, and other market participants.

SCE launched the RFO on April 18, 2019, seeking bids to buy SCE's Bundled Product for delivery years 2019, 2020 and 2021. SCE considered price and quantity as the quantitative evaluation criteria and existence of an enabling agreement, agreement modifications, and structure of the bid from potential buyers as qualitative evaluation criteria. Bids were received on April 29, 2019.

C. General Project Description

All projects receiving Bundled Product in 2019 will begin deliveries 10 business days following CPUC approval. The Delivery Term for each Contract ends December 31 of the last year in which Bundled Product is being delivered (maximum of a 24 month term).

D. Project Location

All of the generation facilities expected to generate products sold pursuant to the Contracts are located in California or Nevada and are interconnected to the CAISO.

E. General Deal Structure

1. Required or Expected Portfolio Content Category of the Proposed Contract

SCE expects the Bundled Product from the Projects in the Contracts will qualify as Portfolio Content Category ("PCC") 1 RECs to the Counterparties.

2. Partial/Full Output of Facility

SCE must deliver the total contract quantity of Bundled Product during the delivery term specified in each Contract. Deliveries can consist of full or partial output of any given Project listed in each Contract, or if needed and subject to the Counterparties and SCE agreement, deliveries can be sourced from additional resources not specified in each Contract.

3. Additional Products

SCE does not contemplate any other products as part of the Contract.

4. Generation Delivery Point

The delivery point is NP-15, SP-15 and/or ZP-26

5. Energy Management

SCE or a qualified third party will be the scheduling coordinator responsible for scheduling energy from the Projects into the CAISO markets on behalf of the Counterparties.

SCE will provide RECs to the Counterparties several months after the RECs are generated. For example, if energy is generated on behalf of a Counterparty in March, SCE will invoice the Counterparty in April. The Counterparty is obligated to pay to SCE the applicable CAISO market price for the energy delivered as well as a price for the REC. However, since SCE, as Scheduling Coordinator, receives and will retain the CAISO revenues for the delivered energy, the net result is \$0 owed by the Counterparty for the energy. SCE will invoice, and the Counterparty would be obligated to pay, for the cost of the RECs associated with the delivered energy as set forth in the Contract.

SCE will obtain the RECs 90 calendar days after the month the Projects generate the energy. In the above example, RECs would be created in SCE's Western Renewable Energy Generation Information System ("WREGIS") account at the end of June. SCE would then transfer the RECs to the Counterparty's WREGIS account consistent with the terms of the Contract.

F. RPS Statutory Goals and Requirements

Pursuant to Public Utilities Code §399.11, the Legislature determined that reliance on eligible renewable energy resources is intended to provide unique benefits to California, including, among other things, displacing fossil fuel consumption within the state, reducing air pollution in the state, meeting the state's climate change goals by reducing emissions of greenhouse gases ("GHG") associated with electrical generation, and meeting the state's need for a diversified and balanced energy generation portfolio.

The Projects are consistent with the RPS Program's goals because they generate clean energy and provide economic benefits to California as in-state projects. The Transaction helps SCE achieve its renewables portfolio optimization objective of minimizing costs to its customers while ensuring that RPS goals are met or exceeded.

SCE determines its renewable net short ("RNS") position by comparing its forecasted RPS targets to its forecasted energy deliveries from contracted projects. SCE carefully evaluates its RNS position by assessing bundled retail sales, the performance and variability of existing generation, the likelihood new generation will achieve commercial operation, expected online dates, technology mix, expected curtailment, and the impact of pre-approved procurement programs, among other factors. This assessment also includes a calculation of SCE's net position and SCE's bank.

Based on SCE's analysis of its RNS position as shown in Appendix F, which subtracts the Contract Quantity that SCE is selling under the Transaction, SCE projects a long RPS position during the third compliance period. Even upon approval of the Transaction, SCE will have sufficient excess RECs to enable it to hedge against operational uncertainties (e.g., low wind or solar production or outages) and meet its RPS goals in the third compliance period.

G. Confidentiality

SCE is requesting confidential treatment of Appendices A, B, D and E, and the confidential versions of Appendices C and F to this Advice Letter. The information for which SCE is seeking confidential treatment is identified in the Confidentiality Declaration attached as Appendix G. The confidential version of this Advice Letter will be made available to appropriate parties (in accordance with SCE's Proposed Protective Order, as discussed below) upon execution of the required non-disclosure

agreement. Parties wishing to obtain access to the confidential version of this Advice Letter may contact Lauren Goschke in SCE's Law Department at Lauren.P.Goschke@sce.com or (626) 302-4906 to obtain a non-disclosure agreement. In accordance with General Order (GO) 96-B, a copy of SCE's Proposed Protective Order is attached as Appendix H. It is appropriate to accord confidential treatment to the information for which SCE requests confidential treatment in the first instance in the advice letter process because such information is entitled to confidentiality protection pursuant to D.06-06-066,² and is required to be submitted by advice letter as part of the process for obtaining Commission approval of RPS power purchase and sale agreements. SCE would object if the information were disclosed in an aggregated format.

The information in this Advice Letter for which SCE requests confidential treatment, the pages on which the information appears, and the length of time for which the information should remain confidential are provided in Appendix G. This information is entitled to confidentiality protection pursuant to D.06-06-066 (as provided in the IOU Matrix).³ The specific provisions of the IOU Matrix that apply to the confidential information in this Advice Letter are identified in Appendix G.

Confidential Appendix A:	Consistency with Commission Decisions and Rules and Project Development Status
Confidential Appendix B:	2019 Solicitation Overview
Confidential/Public Appendix C:	Independent Evaluator Report
Confidential Appendix D:	Summary of Contracts
Confidential Appendix E.1:	Contracts
Confidential Appendix E.1A:	REC Sales Confirmation with CPA
Confidential Appendix E.1B:	REC Sales Confirmation with Commercial Energy
Confidential Appendix E.1C:	REC Sales Confirmation with Direct Energy
Confidential Appendix E.1D:	REC Sales Confirmation with San Jose
Confidential Appendix E.1E:	REC Sales Confirmation with East Bay
Confidential Appendix E.1F:	REC Sales Confirmation with Marin

² D.06-06-066 at 80 (Ordering Paragraphs (OP) 1 and 2).

³ *Id.*, Appendix 1.

Confidential Appendix E.1G:	REC Sales Confirmation with Shell
Confidential Appendix E.1H:	REC Sales Confirmation with CleanPowerSF
Confidential Appendix E.2:	Red-line of Contracts
Confidential Appendix E.2A:	Red-line of REC Sales Confirmation with CPA
Confidential Appendix E.2B:	Red-line of REC Sales Confirmation with Commercial Energy
Confidential Appendix E.2C:	Red-line of REC Sales Confirmation with Direct Energy
Confidential Appendix E.2D:	Red-line of REC Sales Confirmation with San Jose
Confidential Appendix E.2E:	Red-line of REC Sales Confirmation with East Bay
Confidential Appendix E.2F:	Red-line of REC Sales Confirmation with Marin
Confidential Appendix E.2G:	Red-line of REC Sales Confirmation with Shell
Confidential Appendix E.2H:	Red-line of REC Sales Confirmation with CleanPowerSF
Confidential/Public Appendix F.1:	Renewable Net Short Calculations with CPUC Assumptions
Confidential/Public Appendix F.2:	Renewable Net Short Calculations with SCE Assumptions
Appendix G:	Confidentiality Declaration
Appendix H:	Proposed Protective Order

II. CONSISTENCY WITH COMMISSION DECISIONS

A. SCE's 2018 RPS Procurement Plan

1. SCE's 2018 RPS Procurement Plan Was Approved by the Commission

SCE's 2018 RPS Plan was approved in D.19-02-007 on February 21, 2019, and the final, conforming version of the 2018 RPS Plan was filed in Rulemaking 18-07-003 on April 2, 2019. SCE complied with all procedural requirements with regard to the filing of its 2018 RPS Plan.

2. SCE Modified the Contracts To Include Certain Commission-adopted Non-modifiable Terms and Conditions

While finalizing the Contracts with the Counterparties, SCE became aware that its Commission-adopted 2018 Pro Forma REC Sales Confirmation used as the basis for the Contracts did not include non-modifiable terms and conditions for REC sales agreements adopted in D.11-01-025. SCE's exclusion of the non-modifiable terms and conditions was inadvertent, as they were adopted in early 2011, and SCE did not develop a REC Sales Confirmation until six years later in 2017.

SCE modified the Contracts to conform with certain non-modifiable terms and conditions in D.11-01-025. In particular, SCE modified the Contracts to conform with OP 35 in D.11-01-025. D.11-01-025, in Ordering Paragraph ("OP") No. 35, requires inclusion of the "following non-modifiable standard terms and conditions in all contracts for procurement for compliance with the California renewables portfolio standard, whether bundled contracts or purchases of renewable credits only:

a. STC REC-1. Transfer of Renewable Energy Credits
Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

b. STC REC-2. Tracking of RECs in WREGIS
Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation

Information System will be taken prior to the first delivery under the contract.”⁴

These non-modifiable terms and conditions apply to bundled contracts which include sales of Bundled Product, like the Contracts.⁵ D.11-01-025, at OP 37, requires utilities to amend all pending contracts to include the applicable standard terms and conditions.⁶ For this reason, SCE amended the Contracts to include the standard terms and conditions in OP 35, as shown in red-line in Appendices E.2A through E.2H.

3. Summary of SCE’s Assessment of Portfolio Needs and Preferred Project Characteristics

In SCE’s 2018 RPS Plan, SCE demonstrated that under the 33 percent RPS by 2020 target, and a “straight-line” trajectory implementing the Senate Bill (“SB”) 100 target of 60% RPS by 2030, SCE is well-positioned to meet its RPS compliance requirements both in the near term and into the future. SCE believes that its existing portfolio of executed RPS contracts, its owned RPS-eligible generation, and its expected balances of surplus RPS generation from prior compliance periods will be adequate to ensure compliance with near-term RPS requirements.⁷

4. The Transaction Is Consistent with SCE’s 2018 RPS Procurement Plan, Portfolio Needs, and Preferred Project Characteristics

The Contracts are for the sale of Bundled Product in 2019, 2020, and 2021. As described above, SCE’s 2018 RPS Plan concluded that SCE is well-positioned to meet its RPS compliance requirements through 2030. SCE believes that its existing portfolio of executed RPS contracts, its owned RPS-eligible generation, and its expected balances of surplus RPS generation from prior compliance periods will be adequate to ensure compliance with near-term RPS requirements.⁸ In light of its long position

⁴ D.11-01-025, OP 35, pp. 21-22.

⁵ Additionally, D. 11-01-025, at OP 36 requires addition of “non-modifiable standard terms and conditions” to “all contracts for purchase of renewable energy credits only of regulated utilities....” concerning CPUC Approval and Applicable Law. SCE did not add the non-modifiable terms and conditions in OP 36 to the Contracts because the Contracts are bundled contracts for sale of Bundled Product and not REC only sales. Instead, SCE used non-modifiable terms and conditions concerning CPUC Approval and Applicable Law for bundled contracts as set forth in the table in Section C below.

⁶ *Id.* at p. 23.

⁷ 2018 Final RPS Plan, p. 14.

⁸ *Id.*

with respect to RPS targets, SCE developed a Sales Framework summarized in the 2018 RPS Plan, and more fully in Confidential Appendix E of that plan, to assess whether to hold or sell surplus RPS volumes.⁹

Based on its forecast of bundled retail sales and RPS volumes in its portfolio, SCE explained in its 2018 RPS Plan that it expected to sell short-term, bundled RPS volumes in 2019. As further described in Confidential Appendix A, the Sale is consistent with the 2018 RPS Plan because the total quantity considered for sale is below the sales volume limit and the price of the Transaction is above the Price Floor as set by SCE using the methodology described in Appendix E of SCE's 2018 RPS Plan. As a result, the Sale will benefit SCE's RPS portfolio by reducing customer costs while maintaining compliance with RPS targets, as intended by SCE's REC Sales Framework. The Transaction is also consistent with the approval granted by the Commission in D.19-02-007, OP 10, which provides in relevant part:

SCE is authorized to conduct solicitations for the short-term sales of 5 years or less, of sales of RPS volumes if the sales agreement for any such sale is executed during the period after the Commission's adoption of this decision and prior to the adoption of a subsequent RPS Plan. Deliveries under any such short-term sales agreement, including any agreement with a delivery term of 5 years or less, may commence at any time after the Commission's approval of the contract and continue until the expiration of the contract's term. SCE must seek Commission approval of short-term sales resulting from a solicitation or any bilateral transaction that both utilizes the pro forma sales agreement submitted with its 2018 RPS Procurement Plan, showing any necessary modifications, and is executed after SCE receives bids for a sales solicitation resulting from its 2018 RPS Procurement Plan consistent with Decision (D.) 14-11-042's rules for expedited approval for short-term contracts and D.09-06-050's rules regarding bilateral contracts.¹⁰

The Contracts are consistent with OP 10. First, the Contracts are short-term, meaning five years or less. Second, SCE executed the Contracts during the timeframe covered by the 2018 RPS Plan and prior to the Commission issuing a decision on the 2019 RPS Procurement Plans. Third, the deliveries under the Contracts commence after

⁹ *Id.* at pp.43-51 and Appendix E.

¹⁰ D.19-02-007, OP 10, pp. 116-117.

Commission approval of the Contracts. Fourth, SCE uses its Commission-approved 2018 REC Sales Confirmation and REC Sales Framework, and SCE provides comparisons of the executed Contracts against the approved 2018 REC Sales Confirmation. Finally, SCE submits this Tier 1 Advice Letter for Commission approval of the Contracts. Consistent with the 2018 RPS Plan and D.19-02-007, the Contracts used SCE's pro forma REC Sales Confirmation and SCE's pre-approved Sales Framework, which allows for the submittal of the Contracts through this Tier 1 advice letter.

5. Describe the project characteristics set forth in the solicitation, including the required deliverability characteristics, online dates, locational preferences, etc., and how the Transactions meet those requirements

Required deliverability characteristics, online dates, and location preferences do not apply to SCE's sales of Bundled Product.

6. SCE's Sales

- a. For Sales contracts, provide a quantitative analysis that evaluates selling the proposed contracted amount vs. banking the RECs towards future RPS compliance requirements. Explain the process used to determine price reasonableness, with maximum benefit to ratepayers.**

SCE's approved Sales Framework, described more fully in Confidential Appendix A, is designed to ensure that sales of RPS products pursuant to the Sales Framework are in the best interest of SCE's customers when considering the alternative options available to SCE. Given the future market outlook on REC pricing, the benefits of selling RECs outweighs the opportunity cost of banking our excess REC balance into future resulting in ratepayer savings.

The Sales Framework assesses the net present value ("NPV") of SCE's expected future cost of RPS procurement against the NPV of the offers it receives to buy excess RPS procurement in the current year. This analysis, which is confidential given the market sensitivity of the proprietary REC value forecasts it includes, demonstrates that SCE's sale of 3,700,000 MWh of bundled renewable energy and RECs through the Contracts is reasonably expected to reduce overall RPS compliance costs for SCE's customers.

SCE followed the approved Sales Framework to evaluate bids received in the Solicitation to maximize benefit to customers.

7. Portfolio Optimization Strategy

a. The Sale is Consistent with SCE's Portfolio Optimization Strategy

In managing its renewables portfolio, including bank, SCE takes into account how customer rates will be impacted and does all it can to minimize costs to customers while ensuring that RPS goals are met or exceeded. When sufficiently long during near term and intermediate periods, SCE has used sales, deferrals, and RFOs to get supply back in line with demand.

Additionally, SCE diligently manages contracts to ensure all contractual obligations are met and terminates contracts with parties that have not met their contractual obligations. These activities are what SCE uses for renewable portfolio optimization.

Prior to a sale, SCE performs stress case scenarios to the portfolio to help ensure that it is still long in the near and intermediate term. Prior to selling, SCE calculates its bank and RNS with a set of very adverse assumptions, to make sure that even in the worst case scenario SCE would still be long in the near and intermediate term. This approach provides us with a level of comfort that we will not sell renewable energy or RECs only to have to procure at a later date to fit a need created by the sales. It is not SCE's practice to purchase solely for the purpose of selling at a later date.

The Contracts are consistent with SCE's portfolio optimization strategy by reducing the carrying cost associated with holding unnecessary excess procurement in SCE's near-term portfolio. Benefits are returned to customers in the form of reduced rates for the sale of the Bundled Product.

b. The Sale is consistent with SCE's overall planned activities and range of transactions planned to optimize portfolio.

The Contracts are consistent with SCE's overall planned activities and range of transactions planned to optimize SCE's portfolio. As indicated above, when sufficiently long during near term and intermediate periods, SCE has used sales, deferrals, and

RFOs to get supply back in line with demand. Additionally, SCE diligently manages contracts to ensure all contractual obligations are met and terminates contracts with parties that have not met their contractual obligations. These activities are what SCE uses for renewable portfolio optimization.

B. Least-Cost Best-Fit (“LCBF”) Methodology and Evaluation

As provided in D.16-12-036, SCE used LCBF principles in the evaluation process for the REC Sales RFO. In its LCBF evaluation process, SCE performs a quantitative assessment of each bid and subsequently ranks them based on each bid’s benefit and cost relationship. The result of the quantitative analysis is a rank order of all complete and conforming bids’ net levelized benefit that help

SCE’s RFO evaluation process, like SCE’s other RFO evaluations, involves three steps: (1) initial screen, (2) quantitative valuation, and (3) selection of bids with consideration of qualitative factors.

In the first step, once bids were received, an initial review was performed for the completeness and conformity of the bids with the solicitation protocol. If bidders lacked any of the requirements, SCE allowed a reasonable cure period to bidders and worked directly with them to remedy those deficiencies. Once the cure period was over, the data of all the complete and conforming bids was gathered and made ready for subsequent steps of evaluation.

In the second step, SCE assessed the quantitative components of each complete and conforming offer by calculating each bid. The quantitative factors considered in the valuation process included the bid price for any volume of each vintage of Category 1 PCC RECs in dollars-per-MWh. This volume was multiplied by the bid price to calculate the benefits. Bidders offered a REC price to SCE for each vintage of RECs from SCE’s RPS compliance requirements. Bids were calculated by taking the allowable quantity (MWhs) and multiplying by bidder’s price for the REC.

In the third step, all conforming bids were ranked by their price (\$/MWh) above an established price floor, as described in Confidential Appendix A. RPS protocols in SCE’s 2018 RPS plan describe SCE’s price floor methodology for selling excess RECs. Bids below this price floor were not accepted. As described above, SCE allowed counterparties to refresh their bids after initial submission. The bid refresh did not alter the evaluation process.

SCE reviewed its plan to launch the REC Sales RFO with its Procurement Review Group (“PRG”) on April 17, 2019. Because the Solicitation was offered pursuant to SCE’s approved Sales Framework, and was not a traditional RPS

procurement solicitation, SCE did not submit a shortlist report for Energy Division approval. On May 8, 2019, SCE reviewed the final recommended bids SCE proposed to execute as a result of the Solicitation with its PRG.

C. Compliance With Standard Terms and Conditions

Table 3 below indicates the locations of non-modifiable terms in the Contracts

Table 3

Non-Modifiable Terms and Conditions:

Non-Modifiable Term	Contract Article Number
STC REC 1: Transfer of RECs	5.1(d)
STC REC 2: WREGIS Tracking of RECs	5.1(b)
STC 3: CPUC Approval	2
STC 6: Eligibility	5.1(a)
STC 17: Applicable Law	6.2
STC REC 1: Transfer of RECs	3.2(b)

D. Portfolio Content Category Claim and Upfront Showing

1. Describe the Contracts' claimed portfolio content category.

SCE expects that the energy and associated RECs from the original contracts with the Projects would qualify as PCC 0 and PCC 1 RECs if used by SCE for RPS compliance. The bundled energy and associated RECs will be generated from CEC-certified eligible renewable energy resources that have their first point of interconnection within a California balancing authority. Accordingly, SCE expects that the Bundled Product sold through the Contracts will qualify as PCC 1 RECs as defined in California Public Utilities Code Section 399.16(b)(1) for the Counterparties.

2. **Explain how the procurement pursuant to the Contracts is consistent with the criteria of the claimed portfolio content category as adopted in D.11-12-052.**

SCE will sell energy and associated RECs generated from California-based, CEC-certified eligible renewable energy resources that have their first point of interconnection within a California balancing authority. Accordingly, deliveries to SCE under the original PPAs between SCE and the respective generators would generate a PCC 1 product as defined in California Public Utilities Code Section 399.16(b)(1) if used by SCE for RPS compliance. Furthermore, as defined under D.10-03-021, as modified by D.11-01-025, the Contracts transfer a bundled product since both renewable energy and its associated RECs are being sold together.

3. **Describe the risks that the procurement will not be classified in the claimed portfolio category.**

There is no known risk that the products conveyed by the Contracts would not be categorized as PCC 0 or PCC 1 if used by SCE for RPS compliance.

4. **Describe the value of the Contracts to ratepayers if: (a) Contracts are classified as claimed, and (b) if Contracts are not classified as claimed.**

The value to SCE's customers of the Contracts does not depend on the ultimate categorization of the transferred RPS products by the verifying regulatory agencies, since SCE has not assumed compliance value risk under the Contracts. For the counterparties or the LSEs to which the products are ultimately sold, the value to the customers of those entities would be less if the products are not classified as PCC 1 products.

E. Long-Term Contracting Requirement

In August 2017, SCE elected for early compliance with the long-term contracting requirements in Pub. Util. Code § 339.13(b). SCE's 2018 RPS Procurement Plan reflects this election. The updated long-term contracting requirement states that, "[a]t least 65 percent of the procurement a retail seller counts toward the renewables portfolio standard requirement of each compliance period shall be from its contracts of 10 years or more in duration or in its ownership or ownership agreements for eligible renewable energy resources."¹¹

¹¹ Public Utilities Code Section 399.13(b).

Since SCE is the seller in the Contracts, it does not trigger the long-term contracting requirement.

F. Interim Emissions Performance Standard

The California Legislature passed SB 1368 on August 31, 2006, and Governor Schwarzenegger signed the bill into law on September 29, 2006. Section 2 of SB 1368 added Public Utilities Code Section 8341(a), which provides, “No load-serving entity or local publicly owned electric utility may enter into a long-term financial commitment unless any baseload generation supplied under the long-term financial commitment complies with the greenhouse gases emission performance standard established by the commission, pursuant to subdivision (d), for a load-serving entity. . . .”

In order to institute the provisions of SB 1368, the Commission instituted Rulemaking 06-04-009. That proceeding resulted in the establishment of a GHG emissions performance standard (EPS) for carbon dioxide (CO₂). In D.07-01-039, the Commission noted, “SB 1368 establishes a minimum performance requirement for any long-term financial commitment for baseload generation that will be supplying power to California ratepayers. The new law establishes that the GHG emissions rates for these facilities must be no higher than the GHG emissions rate of a combined-cycle gas turbine powerplant.”¹² The decision further explains:

SB 1368 describes what types of generation and financial commitments will be subject to the EPS (covered procurements). Under SB 1368, the EPS applies to “baseload generation,” but the requirement to comply with it is triggered only if there is a “long-term financial commitment” by an LSE. The statute defines baseload generation as “electricity generation from a powerplant that is designed and intended to provide electricity at an annualized plant capacity factor of at least 60%.” . . . For baseload generation procured under contract, there is a long-term commitment when the LSE enters into “a new or renewed contract with a term of five or more years.”¹³

Pursuant to D. 07-01-039, the Contracts are not subject to the EPS because their delivery terms are less than 5 years.

G. PRG Participation

¹² D.07-01-039 at 2-3.

¹³ *Id.* at 4.

SCE's PRG was formed on or around September 10, 2002. Participants include representatives from various divisions within the Commission, the Office of Ratepayer Advocates (now the California Public Advocates Office), The Utility Reform Network, California Utility Employees, the Union of Concerned Scientists, and the California Department of Water Resources.

At the April 17, 2019 PRG meeting, SCE informed the PRG of its intent to launch an RFO to sell bundled RPS energy products for delivery in 2019, 2020 and 2021. Presentation materials included an initial RFO timeline, valuation and selection methodology, and the approved regulatory framework SCE would be operating under. At the May 18, 2019 PRG meeting, SCE presented a review of the received bids in the RFO and a recommendation of which bids SCE intended to select and execute Contracts around.

H. INDEPENDENT EVALUATOR

The Independent Evaluator ("IE") for the RFO solicitation was Accion Group, LLC. The IE joined and contributed to a number of conference calls, negotiation sessions, and email communications with RFO participants. The IE also advised SCE on its general RFO administration. In addition, the IE reviewed general email traffic, the Contracts, and other RFO documents exchanged by the parties. The IE also participated in the PRG review. The IE Report is included as Appendix C.

III. PROJECT DEVELOPMENT STATUS

The Transaction covers the resale of energy and RECs purchased by SCE under existing PPAs and sold to various Counterparties. The Projects involved are existing resources currently performing under existing PPAs with SCE. Therefore, this section is not applicable.

IV. CONTINGENCIES AND MILESTONES

Absent the delivery of the contract quantities of energy and corresponding quantities of RECs by SCE to the various Counterparties, these short-term Contracts have no guaranteed milestones. The transactions are conditioned upon CPUC Approval, as defined in the Contracts.

V. SAFETY CONSIDERATIONS

The Transaction covers the resale of energy and RECs purchased by SCE under existing PPAs. The only Projects being utilized are existing resources currently performing under existing PPAs with SCE. The Contracts that are the subject of this Advice Letter have no impact on the underlying PPAs and therefore raises no incremental safety matters related to the generation of the energy.

VI. REQUEST FOR COMMISSION DISPOSITION

SCE requests that the Energy Division issue a disposition making this advice letter effective no later than 30 days after the submittal. Any such disposition that makes this advice letter effective shall be deemed to constitute the following:

1. Approval of the Contracts in their entirety including payments to be received by SCE, subject to CPUC review of SCE's administration of the Contracts;
2. A finding that the Contracts are consistent with SCE's 2018 RPS Procurement Plan and is consistent with Ordering Paragraph 10 of Decision 19-02-007, and that the sale of the bundled renewable electricity and green attributes under the Contracts is reasonable and in the public interest;
3. A finding that the Contracts are compliant with the Emissions Performance Standard;
4. A finding that the Contracts and SCE's entry into them, is reasonable and prudent for all purposes; and
5. A finding that the payments received by SCE pursuant to the Contracts shall be credited to SCE customers through SCE's Energy Resource Recovery Account over the life of the Contracts.

VII. TIER DESIGNATION

Pursuant to OP 10 of D.19-02-007 and OP 3 of D.18-12-003, SCE respectfully submits this Advice Letter with a Tier 1 designation.

VIII. EFFECTIVE DATE

This Advice Letter will become effective August 29, 2019, the same date as submitted.

IX. NOTICE

Anyone wishing to protest this advice letter may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 20 days after the date of this advice letter. Protests should be submitted to:

California Public Utilities Commission, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: edtariffunit@cpuc.ca.gov

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Gary A. Stern, Ph.D.
Managing Director, State Regulatory Operations
Southern California Edison Company
8631 Rush Street
Rosemead, California 91770
Telephone: (626) 302-9645
Facsimile: (626) 302-6396
E-mail: AdviceTariffManager@sce.com

Laura Genao
Managing Director, State Regulatory Affairs
c/o Karyn Gansecki
601 Van Ness Avenue, Suite 2030
San Francisco, California 94102
Facsimile: (415) 929-5544
E-mail: Karyn.Gansecki@sce.com

With a copy to:

Lauren P. Goschke
Attorney
2244 Walnut Grove Avenue
Rosemead, California 91770
Phone: (626) 302-4906
Email: Lauren.p.goschke@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and must be received by the deadline shown above.

In accordance with General Rule 4 of GO 96-B, SCE is serving copies of this advice letter to the interested parties shown on the attached GO 96-B, R.15-02-020, and R.18-07-003 service lists. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by submitting and keeping the advice letter at SCE's corporate headquarters. To view other SCE advice letters submitted with the Commission, log on to SCE's web site at <https://www.sce.com/wps/portal/home/regulatory/advice-letters>.

For questions, please contact Raffi Minasian at (626) 302-8905 or by electronic mail at Raffi.Minasian@sce.com.

Southern California Edison Company

/s/ Gary A. Stern, Ph.D.
Gary A. Stern, Ph.D.

GAS:rm:jm
Enclosures



ADVICE LETTER SUMMARY

ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

☐ ELC ☐ GAS ☐ WATER
☐ PLC ☐ HEAT

Contact Person:

Phone #:

E-mail:

E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: ☐ Monthly ☐ Quarterly ☐ Annual ☐ One-Time ☐ Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? ☐ Yes ☐ No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? ☐ Yes ☐ No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102
Email: EDTariffUnit@cpuc.ca.gov

Name:
Title:
Utility Name:
Address:
City:
State: Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Name:
Title:
Utility Name:
Address:
City:
State: Zip:
Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtailable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	

CONFIDENTIAL Appendix A

Consistency with Commission Decisions & Rules and Project Development Status

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix B.1 and B.2

2019 Solicitation Overview

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix C

Independent Evaluator Report

Confidential Protected Materials – Public Disclosure Prohibited

PUBLIC Appendix C
Independent Evaluator Report



**REPORT TO THE
CALIFORNIA PUBLIC UTILITIES COMMISSION**



**REPORT OF THE INDEPENDENT EVALUATOR
REGARDING
SOUTHERN CALIFORNIA EDISON'S
2019 BUNDLED RPS ENERGY SALES REQUEST FOR OFFERS
("REC SALES RFO")**

August 28, 2019

Submitted By:

ACCION GROUP, LLC
244 North Main Street
Concord, New Hampshire 03301
advisors@acciongroup.com

1. Describe in detail the role of the IE throughout the solicitation and negotiation process.

Accion Group, LLC (“Accion Group” or “Accion”) was selected by Southern California Edison (“SCE”) in conjunction with the California Public Utilities Commission (“CPUC” or “Commission”) and its respective Procurement Review Group (“PRG”), to serve as a member of SCE’s pre-qualified pool of Independent Evaluators (“IE”). Accion was selected as IE to work with SCE when it issued its 2019 Bundled RPS Energy Sales Solicitation (“Solicitation”) seeking proposals (“Proposal” or “Proposals”) from interested offerors (“Buyer(s)” or “Respondent(s)”) to purchase renewable energy and associated Renewable Energy Credits (“RECs”)(“Product” collectively) from SCE via SCE’s pro forma REC Sales Confirmation (“REC Sales Agreement”).

SCE issued this Solicitation on April 18, 2019, the first of three (3) Solicitations it anticipates launching this year, to solicit Responses from financial institutions, energy service providers, utilities, municipal utilities, industrial end users, wholesale power marketers, and any other entity that would have a need to purchase SCE’s Bundled Product for delivery years 2019, 2020 and 2021. Offerors were bound by the terms and conditions of the Solicitation.

Energy products were derived from Resources that meet the California Renewables Portfolio Standard (“RPS”) eligibility criteria set forth by the California Energy Commission (“CEC”). Southern California Edison issued the 2019 Bundled RPS Energy Sale Request for Offers for the Bundled RPS Energy products as follows:

SCE will be selling bundled RPS-eligible energy and associated RECs to interested buyers. The Product will come from resources within SCE’s portfolio of energy. Buyers will have the option of selecting Product generated from:

- i) Bioenergy Renewable Auction Mechanism (“BioRAM”) contracts as required by D.18-12-003; or
- ii) Other Eligible Renewable Resources

Buyers may submit Proposals to purchase Category 1 RECs from SCE for any term length up to a **two year period** - between 2019 and 2021 (2019 to 2021 vintage RECs)¹.

In this Solicitation Offerors had the choice to propose Product from two (2) different sources; non-BioRam Contracts and BioRam Contracts for delivery from three (3) BioRam facilities included in the REC Sales Solicitation². To provide Respondents with equal access to all RFO information at the same time, all Solicitation documents regarding this Solicitation were

¹ SCE 2019 Bundled RFP Energy Sales Solicitation Instructions, April 18, 2019, Section 1.2 Definition of Products Being Solicited.

² There are three BioRAM facilities that will be included in this REC Sales RFO; Pacific Ultrapower Chinese Station, Rio Bravo Rocklin, and Rio Bravo Fresno.

posted the Solicitation Website ("Website"). Associated Documents (Appendices to the RFO instructions) were additionally available for download on the Website.

Although participation was not mandatory for prospective Respondents, SCE hosted a Bidders' Conference Call/Webinar on April 24, 2019. The Pre-Bid Conference materials were reviewed by the IE prior to the event and found to be fully descriptive of the Solicitation criteria, protocols and schedule. The IE participated in the Conference and SCE expressly noted that the IE would be available to Respondents in the event of any difficulty.

Slides presented during the Conference, along with the recorded event, were posted and available on the SCE's Solicitation Website. This allowed persons who did not participate in the Conference to have access to all information delivered during the Conference, assuring that all Respondents had equal access to the same information. Presentation slides covered the following subjects:

- Scope of the Conference
- Independent Evaluator
- Solicitation Overview
- Valuation Overview
- Questions

The Webinar was attended by ten individuals representing seven (7) entities. Participants were encouraged to submit questions at the conclusion of the Conference Presentation. Five (5) Participants took advantage of the opportunity to ask questions.

Slides 3 and 5 from the Bidders' Conference Presentation General Information and Solicitation Overview

Slide 3

Scope of the Conference

- The purpose of this conference is to provide information to those who may be interested in purchasing bundled product (Renewable Energy Credits ("RECs") and associated energy) through SCE's Bundled RPS Energy RFO from BioRAM and non-BioRAM resources.
- This conference call is being recorded and this presentation and the recording will be posted on the RFO website at: [Power Advocate Website](#)

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Slide 5

Solicitation Overview

- First of a planned 3 RFO's this year to solicit bids to buy energy and corresponding RECs from SCE
 - Bundled Product - eligible energy and associated RECs
 - Generated from BioRAM Contracts
 - Generated from eligible renewable resources that are not BioRAM resources
- Vintage: 2019, 2020 and 2021 (2 years)
- Price: SP 15 Day-Ahead Index plus REC Price to be specified by Buyer
 - Price for the energy will be paid through CAISO payments to SCE as the Scheduling Coordinator.
 - Form of Agreement: Confirm under an EEl Master Agreement or other enabling agreement
- All final contracts require the filing of a Tier 1 Advice Letter for approval with the CPUC
- No collateral posting required

KEY POINT: SCE will NOT accept modifications to the confirm in this solicitation

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All communications regarding the Solicitation were required to be submitted through the Website. The IE received notification of all emails traffic and had full access to the Website and all communications between SCE and Buyers. Additionally, the IE was to be copied on all emails to and from SCE. Southern California Edison personnel did not respond to any queries confidentially.

Slide 4

Independent Evaluator

- Accion Group has been retained as the Independent Evaluator (IE)
 - Harry Judd - hjudd@acciongroup.com
 - Sheri-Vincent Crisp - svincentcrisp@acciongroup.com
- Primary role of the IE is to monitor the solicitation process to ensure reasonable, fair and equal treatment of all potential counterparties
- The IE is; i) privy to all offer data and correspondence; ii) invited to participate in all negotiations; and iii) may participate on any and all calls between SCE and Offerors
- **The IE is to be copied on all emails to and from SCE.**

The IE will have access to all communications.

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The expected role of the IE in this Solicitation was outlined in **Slide 4** of the presentation at the Bidders' Conference.

SCE engaged the IE to evaluate and report on the Solicitation, evaluation, selection and negotiation process for the Solicitation. The IE monitored all exchanges between SCE and the Respondents. No prospective or actual Respondent contacted the IE, during or after the Solicitation.

Accion worked closely with SCE throughout the Solicitation process. The Proposal process, Solicitation documents and the submission process were reviewed by the IE confirming the protocols to be employed prior to release of the Solicitation.

From past experience with SCE, the IE has confidence that all communications were shared with the IE, and that in those instances where a Respondent failed to include the IE on the email distribution list, SCE forwarded the email to Accion Group. The IE notes that nothing in the emails provided to Accion Group indicated there were communications that had not been shared.

The IE believes the 2019 Bundled RPS REC Sales Solicitation was conducted in an open, fair and transparent manner from the initial public announcement of the RFO on April 15, 2019, through evaluation and identification of the most attractive Proposals. The IE had access to the SCE personnel responsible for conducting the Solicitation, and all of our questions were answered to our satisfaction.

- 2. How did the IOU conduct outreach to Respondents, and was the solicitation robust; and***
- 3. Was the outreach sufficient and materials clear such that the Responses received met the needs the solicitation was intending to fill?***

Accion Group believes SCE's RFO was well publicized. Upon issuance of the Solicitation, on April 15, 2019, SCE sent emails to approximately 2,200 individuals on SCE's distribution list, notifying the recipients of the Solicitation.

From: RFO <RFO@SCE.COM>

Sent: Thursday, April 18, 2019 1:07 PM

Subject: SCE Announces Launch of 2019 Bundled RPS Energy Sales RFO

Southern California Edison Company ("SCE") continues to evaluate various opportunities relating to its Renewable Portfolio Standard ("RPS") and Resource Adequacy ("RA") positions. As a result, for RPS, SCE has not held a large scale RPS solicitation where SCE purchases renewable energy since the 2015 RPS RFO. In SCE's assessment of its current RPS portfolio, SCE plans to conduct 3 solicitations in 2019 soliciting bids to purchase Renewable Energy Credits ("RECs") and associated energy from SCE. In these solicitations, if buyers utilize SCE's REC Sales Pro Forma contract, SCE would utilize the Tier 1 approval process with the California Public Utilities Commission ("CPUC"). Negotiated contracts would fall outside of the solicitation process and be subject to Tier 3 approval from the CPUC which would be a considerably longer approval process.

In that regard, SCE is pleased to announce the launch of the first 2019 Bundled RPS Energy Sales RFO ("RFO"). Through this RFO, SCE is seeking bids for the purchase of Portfolio Content Category 1 Renewable Energy Credits ("RECs") together with the associated RPS eligible energy.

Participants interested in participating in this RFO can find all documents and instructions via the following link: <https://www.poweradvocate.com/> (event code 91589). Participants must register on the Power Advocate website in order to participate. All participants are encouraged to review the Solicitation Instructions and Bid Documents on the RFO website.

Questions regarding the RFO requirements and process should be addressed to scerecs@sce.com. The independent evaluator for this RFO is Accion Group. Please be sure to cc Accion Group on all communications at hjudd@acciongroup.com.

A tentative schedule of SCE's first REC Sale's solicitation for 2019 is shown below. All dates are subject to change:

REC Sales RFO 1:

REC Sales Solicitation Launch	Thursday	April 18, 2019
Bidders' Conference	Wednesday	April 24, 2019
Offer Submittal Deadline [4:00 p.m. PPT]	Monday	April 29, 2019
Selection Notification	Thursday	May 9, 2019
Contract Execution	Wednesday	May 29, 2019
SCE's Target Date for CPUC Approval Filing	Wednesday	June 26, 2019
CPUC Approval and tentative Date for Start of Deliveries	Monday	July 15, 2019

Tentative launch dates of subsequent REC Sale's solicitations:

REC Sales RFO 2: July 8, 2019

REC Sales RFO 3: October 1, 2019

A note for those interested in RA Transactions with SCE: For RA related transactions, SCE will assess market opportunities (i.e. Buys & Sells) and will continue to launch its own solicitations, participate in other LSEs solicitation, pursue bilateral transactions, remain active in the Broker Market, and solicit transactions through short-term e-solicitations.

Thank you for your interest.

REC Sales RFO Team

The IE believes there was sufficient outreach for this Solicitation, and additionally, that materials relating to the Solicitation were available and clear. The Solicitation adequately defined the criteria for participation.

Responses to this Solicitation were received on the Website on April 29, 2019, submitted electronically only, using the Proposal Forms available to Respondents on the Website. The required information and format for Proposals was clearly represented to Respondents.

The 2019 Bundled RPS REC Sales RFO received an initial twenty-three (23) Proposals from eight (8) Respondents within the Solicitation. Of the total Proposals received, two (2) were BioRAM. (*Confidential Attachment A, Table A*)

4. Please evaluate the fairness of the IOU's Response and selection process. (i.e. quantitative and qualitative methodology used to evaluate Responses, consistence of evaluation methods with criteria specified in bid documents, etc.)

The IE worked closely with SCE prior to receiving Responses to review the quantitative and qualitative evaluation methodologies to be employed. The IE determined the methodologies were consistent with the RFO instructions posted on the Website.

During the evaluation period, both the IE and SCE were involved in seeking clarification if needed, to complete the evaluation. In those instances, when clarification was needed, the Respondent was sent a request via email, and a response was received using the same. The clarification process did not provide an opportunity for Respondents to change any material component of a Response.

5. If applicable, describe safeguards and methodologies employed by the IOU to compare affiliate Respondents or UOG ownership proposals. If a utility selected a Respondent from an affiliate or a Response that would result in utility asset ownership, explain and analyze whether the IOU's selection of such Response(s) was appropriate.

While SCE affiliates were permitted to participate in the Solicitation, there were no affiliate Respondent or UOG ownership Proposals.

6. Based on the complete Response process, is (are) the IOU contract(s) the best overall Response(s) received by the IOU?

Based on the complete Solicitation process including negotiations of the Shortlisted Responses, the IE agrees with SCE that the contracts represent the best overall Responses from the Solicitation and they align with the requirements of the RFO. (*Table B in the Confidential Appendix A summarizes the Responses with which SCE executed contracts.*)

7. If the contract does not directly reflect a product solicited and Response in an RFP, is the contract superior to the Responses received on the products solicited in the RFP? Explain.

All contracts directly reflect the products solicited in the RFO.

8. *Is the contract a reasonable way of achieving the need identified in the RFP?*

The IE believes the contract is a reasonable way for SCE to achieve the opportunity of lowering costs for ratepayers while optimizing value across compliance categories as identified in the RFO.

9. *Based on your analysis of the RFP Responses, the Response process, and the overall market, does the contract merit Commission approval? Explain.*

Based on the analysis of the Responses, the Response process, and the overall market, the IE believes the contracts merit Commission approval. SCE evaluated each conforming Proposal and the Respondents at the same time and the evaluation was conducted fairly with no bias towards any Respondent. The executed contracts represent the least cost/best fit opportunity submitted in this Solicitation and the IE agrees with the final selection.

10. *Based on the complete Response process, should some component(s) be changed to ensure future RFPs are fairer or provide a more efficient, lower cost option?*

No. The IE sees no reason to change the component(s) of the Response process in order to ensure future solicitations are fairer or provide a more efficient, lower cost option. As evidenced by the response to this RFO the terms did not appear to be a barrier to Respondents' participation. Also noted, there was no instance when a Respondent expressed concerns regarding the terms, conditions or fairness of the process.

CONFIDENTIAL Appendix D

Summary of Contracts

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1A

REC Sales Confirmation with CPA

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1B

REC Sales Confirmation with Commercial Energy

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1C

REC Sales Confirmation with Direct Energy

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1D

REC Sales Confirmation with San Jose

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1E

REC Sales Confirmation with East Bay

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1F

REC Sales Confirmation with Marin

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1G

REC Sales Confirmation with Shell

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.1H

REC Sales Confirmation with CleanPowerSF

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2A

Red-line of REC Sales Confirmation with CPA

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2B

**Red-line of REC Sales Confirmation with Commercial Energy
Confidential Protected Materials – Public Disclosure Prohibited**

CONFIDENTIAL Appendix E.2C

Red-line of REC Sales Confirmation with Direct Energy

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2D

Red-line of REC Sales Confirmation with San Jose

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2E

Red-line of REC Sales Confirmation with East Bay

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2F

Red-line of REC Sales Confirmation with Marin

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2G

Red-line of REC Sales Confirmation with Shell

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix E.2H

Red-line of REC Sales Confirmation with CleanPowerSF

Confidential Protected Materials – Public Disclosure Prohibited

CONFIDENTIAL Appendix F.1

Renewable Net Short Calculations with CPUC Assumptions

Confidential Protected Materials – Public Disclosure Prohibited

PUBLIC Appendix F.1

Renewable Net Short Calculations with CPUC Assumptions

Southern California Edison Company (U 338-E)

8/1/2019

Inputrequired

No inputrequired

Hard-coded

Variable	Calculation	Item	Reporting Year	2011 Actual	2012 Actual	2013 Actual	2011-2013	2014 Actual	2015 Actual	2016 Actual	2014-2016	2017 Actual	2018 Actual	2019 Forecast	2020 Forecast	2017-2020	2021 Forecast	2022 Forecast	2023 Forecast	2024 Forecast	2025 Forecast	2026 Forecast	2027 Forecast	2028 Forecast	2029 Forecast	2030 Forecast
		Forecast Year					CPI				CPI2			1	2	CPI3	3	4	5	6	7	8	9	10	11	12
Annual RPS Requirement																										
A		CPUC Bundled Sales Assumptions		73,777	75,597	74,480	223,854	75,829	75,322	73,621	224,772	73,483	71,905												54,100	53,662
B		RPS Procurement Quantity Requirement (%)		20.0%	20.0%	20.0%		21.7%	23.3%	25.0%		27.0%	29.0%	31.0%	33.0%		35.8%	38.5%	41.3%	44.0%	46.7%	49.3%	52.0%	54.7%	57.3%	60.0%
C	A*B	Gross RPS Procurement Quantity Requirement (GWh)		14,755	15,119	14,896	44,771	16,455	17,550	18,405	52,410	19,840	20,852						18,025	24,798	26,119	27,363	28,604	29,826	31,015	32,197
D		Voluntary Margin of Over-procurement		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
E	C+D	Net RPS Procurement Need (GWh)		14,755	15,119	14,896	44,771	16,455	17,550	18,405	52,410	19,840	20,852						18,025	24,798	26,119	27,363	28,604	29,826	31,015	32,197
RPS-Eligible Procurement																										
Fa		Risk-Adjusted RECs from Online Generation		15,585	15,764	16,512	47,861	17,721	18,295	21,134	57,151	22,970	25,664	24,767	25,595	98,997	25,025	24,964	24,903	24,707	24,524	24,187	22,528	20,889	20,390	20,026
Faa		Forecast Failure Rate for Online Generation (%)		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Fb		Risk-Adjusted RECs from RPS Facilities in Development	-	-	-	-	-	-	-	-	-	-	-	64	1,948	2,012	2,780	2,764	2,747	2,721	2,694	2,673	2,628	2,565	2,502	2,439
Fbb		Forecast Failure Rate for RPS Facilities in Development (%)		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	24.4%	24.9%	24.9%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
Fc		Pre-Approved Generic RECs		-	-	-	-	-	-	-	-	-	-	-	30	30	59	83	105	107	106	106	106	107	106	106
Fc		Pre-Approved Generic RECs		-	-	-	-	-	-	-	-	-	-	-	30	30	59	83	105	107	106	106	106	107	106	106
Fe		Executed REC Sales		362	778	473	1,614	-	-	404	404	-	-	524	2,445	2,969	1,050	-	-	-	-	-	-	-	-	-
F	Fa+Fb+Fc+Fe	Total RPS Eligible Procurement (GWh)		15,223	14,986	16,039	46,247	17,721	18,295	20,730	56,747	22,970	25,664	24,307	25,128	98,070	26,814	27,810	27,755	27,535	27,325	26,967	25,263	23,561	22,998	22,571
F0		Category 0 RECs		15,170	14,876	15,804	45,850	16,484	15,148	14,912	46,544	13,262	12,523	9,627	9,452	44,863	8,982	8,994	9,039	8,944	8,900	8,693	8,499	8,415	8,219	8,124
F1		Category 1 RECs		52	110	235	398	1,237	3,147	5,818	10,203	9,642	13,142	14,904	18,091	55,780	18,824	18,733	18,612	18,484	18,319	18,167	16,657	15,040	14,672	14,341
F2		Category 2 RECs	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F3		Category 3 RECs	-	-	-	-	-	-	-	0	0	67	-	-	-	67	-	-	-	-	-	-	-	-	-	-
Gross RPS Position (Physical Net Short)																										
Ga	F-E	Annual Gross RPS Position (GWh)		467	(133)	1,143	1,477	1,267	745	2,325	4,337	3,130	4,812						9,730	2,737	1,206	(99)	(3,342)	(6,264)	(8,017)	(9,626)
Gb	F/A	Annual Gross RPS Position (%)		21%	20%	22%	21%	23%	24%	28%	25%	31%	36%						64%	49%	49%	49%	46%	43%	43%	42%
Application of Bank																										
Ha		Existing Banked RECs above the PQR		0	467	325	0	1,438	2,702	3,415	1437,703265	5,659	8,789	13,601						56,753	59,490	60,696	60,300	56,958	50,694	42,677
Hb		RECs above the PQR added to Bank		467	(142)	1,113	1,438	1,265	713	2,244	4,222	3,130	4,812						9,730	2,737	1,206	-	-	-	-	-
Hc		Non-bankable RECs above the PQR		-	9	30	39	2	32	81	115	-	-						-	-	-	-	-	-	-	-
H	Ha+Hb	Gross Balance of RECs above the PQR		467	325	1,438	1,438	2,702	3,415	5,659	5,659	8,789	13,601						56,753	59,490	60,696	60,696	60,300	56,958	50,694	42,677
Ia		Planned Application of RECs above the PQR towards RPS Compliance		-	-	-	-	-	-	-	-	-	-						-	-	-	396	3,342	6,264	8,017	9,626
Ib		Planned Sales of RECs above the PQR		-	-	-	-	-	-	-	-	-	-						-	-	-	-	-	-	-	-
J	H+Ia-Ib	Net Balance of RECs above the PQR		467	325	1,438	1,438	2,702	3,415	5,659	5,659	8,789	13,601						56,753	59,490	60,696	60,300	56,958	50,694	42,677	33,051
J0		Category 0 RECs		1,040	-	-	1,040	-	-	-	-	-	-						-	-	-	-	-	-	-	-
J1		Category 1 RECs		52	110	235	398	1,237	2,984	-	4,222	9,642	11,278						9,730	2,737	1,206	-	-	-	-	-
J2		Category 2 RECs		-	-	-	-	-	-	-	-	-	-						-	-	-	-	-	-	-	-
Expiring Contracts																										
K		RECs from Expiring RPS Contracts									-			369	1,347	1,715	1,790	2,202	2,593	2,695	2,698	2,927	4,374	5,700	5,826	5,823
Net RPS Position (Optimized Net Short)																										
La	Ga+Ia-Ib+K	Annual Net RPS Position after Bank Optimization (GWh)		467	(142)	1,113	1,438	1,265	713	2,244	4,222	3,130	4,812						9,730	2,737	1,206	-	-	-	-	-
Lb	(L+Ia-Ib+K)/A	Annual Net RPS Position after Bank Optimization (%)		20.6%	19.8%	21.5%	20.6%	23.4%	24.2%	28.0%	25.2%	31.3%	35.7%						63.5%	48.9%	48.8%	49.3%	52.0%	54.7%	57.3%	60.0%

Note: Values are to be input in GWhs

CONFIDENTIAL Appendix F.2

Renewable Net Short Calculations with SCE Assumptions

Confidential Protected Materials – Public Disclosure Prohibited

PUBLIC Appendix F.2

Renewable Net Short Calculations with SCE Assumptions

Renewable Net Short Calculations - 2019 RPS Procurement Plans

Southern California Edison Company (U 338-E)

8/1/2019

InputrequiredNo inputrequiredHard-coded

	Variable	Calculation	Item	to Reporting Year	2011 Actual	2012 Actual	2013 Actual	2011-2013 CPI	2014 Actual	2015 Actual	2016 Actual	2014-2016 CP2	2017 Actual	2018 Actual	2019 Forecast 1	2020 Forecast 2	2017-2020 CP3	2021 Forecast 3	2022 Forecast 4	2023 Forecast 5	2024 Forecast 6	2025 Forecast 7	2026 Forecast 8	2027 Forecast 9	2028 Forecast 10	2029 Forecast 11	2030 Forecast 12							
Forecast Year																																		
Annual RPS Requirement																																		
	A		SCE Bundled Sales Forecast		73,777	75,597	74,480	223,854	75,829	75,322	73,621	224,772	73,483	71,905													43,697	43,250	42,920	42,752	42,675	42,625	42,584	42,413
	B		RPS Procurement Quantity Requirement (%)		20.0%	20.0%	20.0%		21.7%	23.3%	25.0%		27.0%	29.0%	31.0%	33.0%		35.8%	38.5%	41.3%	44.0%	46.7%	49.3%	52.0%	54.7%	57.3%	60.0%							
	C	A*B	Gross RPS Procurement Quantity Requirement (GWh)		14,755	15,119	14,896	44,771	16,455	17,550	18,405	52,410	19,840	20,852													18,025	19,030	20,031	21,090	22,191	23,303	24,413	25,448
	D		Voluntary Margin of Over-procurement		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	E	C+D	Net RPS Procurement Need (GWh)		14,755	15,119	14,896	44,771	16,455	17,550	18,405	52,410	19,840	20,852													18,025	19,030	20,031	21,090	22,191	23,303	24,413	25,448
RPS-Eligible Procurement																																		
	Fa		Risk-Adjusted RECs from Online Generation		15,585	15,764	16,512	47,861	17,721	18,295	21,134	57,151	22,970	25,664	24,767	25,595	98,997	25,025	24,964	24,903	24,707	24,524	24,187	22,528	20,889	20,390	20,026							
	Faa		Forecast Failure Rate for Online Generation (%)		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%							
	Fb		Risk-Adjusted RECs from RPS Facilities in Development		-	-	-	-	-	-	-	-	-	-	64	1,948	2,012	2,780	2,764	2,747	2,721	2,694	2,673	2,628	2,565	2,502	2,439							
	Fbb		Forecast Failure Rate for RPS Facilities in Development (%)		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	24.4%	24.9%	24.9%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%							
	Fc		Pre-Approved Generic RECs		-	-	-	-	-	-	-	-	-	-	-	30	30	59	83	105	107	106	106	106	107	106	106							
	Fe		Executed REC Sales		362	778	473	1,614	-	-	404	404	-	-	524	2,445	2,969	1,050	-	-	-	-	-	-	-	-	-							
	F	Fa+Fb+Fc-Fe	Total RPS Eligible Procurement (GWh)		15,223	14,986	16,039	46,247	17,721	18,295	20,730	56,747	22,970	25,664	24,307	25,128	98,070	26,814	27,810	27,755	27,535	27,325	26,967	25,263	23,561	22,998	22,571							
	F0		Category 0 RECs		15,170	14,876	15,804	45,850	16,484	15,148	14,912	46,544	13,262	12,523	9,627	9,452	44,863	8,982	8,994	9,039	8,944	8,900	8,693	8,499	8,415	8,219	8,124							
	F1		Category 1 RECs		52	110	235	398	1,237	3,147	5,818	10,203	9,642	13,142	14,904	18,091	55,780	18,824	18,733	18,612	18,484	18,319	18,167	16,657	15,040	14,672	14,341							
	F2		Category 2 RECs		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-							
	F3		Category 3 RECs		-	-	-	-	-	-	0	0	67	-	-	-	67	-	-	-	-	-	-	-	-	-	-							
Gross RPS Position (Physical Net Short)																																		
	Ga	F-E	Annual Gross RPS Position (GWh)		467	(133)	1,143	1,477	1,267	745	2,325	4,337	3,130	4,812													9,730	8,505	7,294	5,877	3,072	258	(1,415)	(2,876)
	Gb	F/A	Annual Gross RPS Position (%)		21%	20%	22%	21%	23%	24%	28%	25%	31%	36%													64%	64%	64%	63%	59%	55%	54%	53%
Application of Bank																																		
	Ha		Existing Banked RECs above the PQR		0	467	325	0	1,438	2,702	3,415	1437.70327	5,659	8,789	13,601													56,753	65,258	72,552	78,430	81,501	81,760	80,344
	Hb		RECs above the PQR added to Bank		467	(142)	1,113	1,438	1,265	713	2,244	4,222	3,130	4,812													9,730	8,505	7,294	5,877	3,072	258	-	-
	Hc		Non-bankable RECs above the PQR		-	9	30	39	2	32	81	115	-	-													-	-	-	-	-	-	-	-
	H	Ha+Hb	Gross Balance of RECs above the PQR		467	325	1,438	1,438	2,702	3,415	5,659	5,659	8,789	13,601													56,753	65,258	72,552	78,430	81,501	81,760	81,760	80,344
	Ia		Planned Application of RECs above the PQR towards RPS Compliance		-	-	-	-	-	-	-	-	-	-													-	-	-	-	-	-	1,415	2,876
	Ib		Planned Sales of RECs above the PQR		-	-	-	-	-	-	-	-	-	-													-	-	-	-	-	-	-	-
	J	H-Ia-Ib	Net Balance of RECs above the PQR		467	325	1,438	1,438	2,702	3,415	5,659	5,659	8,789	13,601													56,753	65,258	72,552	78,430	81,501	81,760	80,344	77,468
	J0		Category 0 RECs		1,040	-	-	1,040	-	-	-	-	-	-													-	-	-	-	-	-	-	-
	J1		Category 1 RECs		52	110	235	398	1,237	2,984	-	4,222	9,642	11,278													9,730	8,505	7,294	5,877	3,072	258	-	-
	J2		Category 2 RECs		-	-	-	-	-	-	-	-	-	-													-	-	-	-	-	-	-	-
Expiring Contracts																																		
	K		RECs from Expiring RPS Contracts									-			369	1,347	1,715	1,790	2,202	2,593	2,695	2,698	2,927	4,374	5,700	5,826	5,823							
Net RPS Position (Optimized Net Short)																																		
	La	Ga+Ia-Ib-Hc	Annual Net RPS Position after Bank Optimization (GWh)		467	(142)	1,113	1,438	1,265	713	2,244	4,222	3,130	4,812													9,730	8,505	7,294	5,877	3,072	258	-	-
	Lb	(F+Ia-Ib-Hc)/A	Annual Net RPS Position after Bank Optimization (%)		20.6%	19.8%	21.5%	20.6%	23.4%	24.2%	28.0%	25.2%	31.3%	35.7%													63.5%	63.7%	63.7%	63.1%	59.2%	55.3%	57.3%	60.0%

Note: Values are to be input in GWhs

PUBLIC Appendix G
Confidentiality Declaration

**DECLARATION OF JASON EDWARDS REGARDING THE CONFIDENTIALITY OF
CERTAIN DATA**

I Jason Edwards, declare and state:

1. I am a Principal Manager in the Valuation department at Southern California Edison ("SCE") Company. As such, I had responsibility for overseeing and reviewing this Advice Letter and related Appendices seeking California Public Utilities Commission ("Commission" or "CPUC") approval of the sale of the purchase and sale agreement between SCE and the Multiple Counterparties.
2. I am making this declaration in accordance with Decisions ("D.") 06-06-066 and D.08-04-023, issued in Rulemaking 05-06-040 which govern the submission of confidential documents to the Commission.
3. I have personal knowledge of the facts and representations herein and, if called upon to testify, could and would do so, except for those facts expressly stated to be based upon information and belief, and as to those matters, I believe them to be true.
4. Listed below are the data in this Advice Letter and related Appendices for which SCE is seeking confidential protection and the categories of the Matrix of Allowed Confidential Treatment Investor Owned Utility Data ("Matrix") appended to D.06-06-066 and other bases for SCE's confidentiality request.

Location of Confidential Data	Pages	Matrix Category	Limitations on Confidentiality Specified in Matrix
Consistency with Commission Decisions and Rules	Confidential Appendix A	VII.G RPS Contracts	Contract summaries public, including counterparty, resource type, location, capacity, expected deliveries, delivery point, length of contract, and online date.
Project Development Status		VII.H Score Sheets, Analyses, Evaluation of	Other terms confidential for three years from date contract states deliveries begin; or until one year following expiration, whichever comes first. Confidential for three years

		<p>Proposed RPS Projects</p> <p>VIII.B Specific quantitative analysis involved in scoring and evaluation of participating bids</p>	<p>Evaluation guidelines should be public. Other information confidential for three years after winning bidders selected.</p>
2018 Solicitation Overview	Confidential Appendix B	<p>VII.G RPS Contracts</p> <p>VII.H Score Sheets, Analyses, Evaluation of Proposed RPS Projects</p> <p>VIII.A Bid Information</p> <p>VIII.B Specific quantitative analysis involved in scoring and evaluation of participating bids</p>	<p>Contract summaries public, including counterparty, resource type, location, capacity, expected deliveries, delivery point, length of contract, and online date.</p> <p>Other terms confidential for three years from date contract states deliveries begin; or until one year following expiration, whichever comes first.</p> <p>Confidential for three years</p> <p>Total number of projects and megawatts bid by resource type public after final contracts submitted to CPUC for approval</p> <p>Evaluation guidelines should be public. Other information confidential for three years after winning bidders selected.</p>
Confidential Version of the	Gray highlighted portions of the	VII.G RPS Contracts	Contract summaries public, including

Independent Evaluator Report	Independent Evaluator Report and Appendix A of Independent Evaluator Report (Confidential Appendix C of Advice Letter)	<p>VII.H Score Sheets, Analyses, Evaluation of Proposed RPS Projects</p> <p>VIII.A Bid Information</p> <p>VIII.B Specific quantitative analysis involved in scoring and evaluation of participating bids</p>	<p>counterparty, resource type, location, capacity, expected deliveries, delivery point, length of contract, and online date.</p> <p>Other terms confidential for three years from date contract states deliveries begin; or until one year following expiration, whichever comes first.</p> <p>Confidential for three years</p> <p>Total number of projects and megawatts bid by resource type public after final contracts submitted to CPUC for approval</p> <p>Evaluation guidelines should be public. Other information confidential for three years after winning bidders selected.</p>
Contract Summary	Confidential Appendix D	VII.G RPS Contracts	<p>Contract summaries public, including counterparty, resource type, location, capacity, expected deliveries, delivery point, length of contract, and online date.</p> <p>Other terms confidential for three years from date contract states deliveries begin; or until one year</p>

		<p>VII.H Score Sheets, Analyses, Evaluation of Proposed RPS Projects</p> <p>VIII.A Bid Information</p> <p>VIII.B Specific quantitative analysis involved in scoring and evaluation of participating bids</p>	<p>following expiration, whichever comes first.</p> <p>Confidential for three years</p> <p>Total number of projects and megawatts bid by resource type public after final contracts submitted to CPUC for approval</p> <p>Evaluation guidelines should be public. Other information confidential for three years after winning bidders selected</p>
Multiple Counterparties' Contracts	Confidential Appendix E	VII.G RPS Contracts	<p>Contract summaries public, including counterparty, resource type, location, capacity, expected deliveries, delivery point, length of contract, and online date.</p> <p>Other terms confidential for three years from date contract states deliveries begin; or until one year following expiration, whichever comes first.</p>
Renewable Net Short Calculations	Appendix F - Gray highlighted portions of Physical Renewable Net Short Calculations Based on CPUC Assumptions and	V.C LSE Total Energy Forecast – Bundled Customer (MWh)	Front three years of forecast data confidential

	SCE Assumptions and all of Optimized Renewable Net Short Calculations based on CPUC and SCE Assumptions (Confidential Appendix F of Advice Letter)		
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5. SCE also seeks confidential treatment of its appendices under Public Utilities Code § 454(g), because the information contains data that is market-sensitive, but does not clearly fall into a category in the Matrix. That confidential data and the asserted justification for confidential treatment of that data is listed below:

Location of Confidential Data	Pages	Justification for Confidential Protection
Confidential Version of the Independent Evaluator Report	Gray highlighted portions of the Independent Evaluator Report and Appendix A of Independent Evaluator Report (Confidential Appendix C of Advice Letter)	The document includes market sensitive information that, if revealed, would place parties at an unfair business disadvantage.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 26, 2019 at Rosemead, California



Jason Edwards

PUBLIC Appendix H
Proposed Protective Order

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Submission of Agreement Between Southern)
California Edison Company and Multiple)
Counterparties)
)
)
_____)

Advice 4064-E

PROPOSED PROTECTIVE ORDER

1. Scope. This Protective Order shall govern access to and the use of Protected Materials, produced by, or on behalf of, any Disclosing Party (as defined in Paragraph 2 below) in this proceeding.

2. Definitions

In addition to the terms defined and capitalized in other sections of this Protective Order, the following terms are defined for the purposes of this Protective Order:

A. For purposes of this Protective Order, the term “Protected Materials” means: (i) trade secret, market sensitive, or other confidential and/or proprietary information as determined by the Disclosing Party in accordance with the provisions of Decision (“D.”) 06-06-066 and subsequent decisions, including D.14-10-033 which governs the treatment of market sensitive greenhouse gas data and information, Public Utilities Code section 454.5(g), or any other right of confidentiality provided by law; or (ii) any other materials that are made subject to this Protective Order by the Assigned Administrative Law Judge (“Assigned ALJ”), Law and Motion Administrative Law Judge (“Law and Motion ALJ”), Assigned Commissioner, the California Public Utilities Commission (“Commission”), or any court or other body having appropriate authority. Protected Materials also include memoranda, handwritten notes, spreadsheets, computer files and reports, and any other form of information (including

information in electronic form) that copies, discloses, incorporates, includes or compiles other Protected Materials or from which such materials may be derived (except that any derivative materials must be separately shown to be confidential). Protected Materials do not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order or any other nondisclosure agreement or protective order.

B. The term “redacted” refers to situations in which Protected Material in a document, whether the document is in paper or electronic form, have been covered, blocked out, or removed.

C. The term “Disclosing Party” means a party who initially discloses any specified Protected Material in this proceeding.

D. The term “Requesting Party” means any party that is requesting receipt of Protected Material from a Disclosing Party.

E. The term “Party” refers to the Requesting Party or the Disclosing Party and the term “Parties” refers to both the Requesting Party and the Disclosing Party.

F. The term “Market Participant” refers to a Requesting Party that is:

- 1) A person or entity, or an employee of an entity, that engages in the wholesale purchase, sale or marketing of energy or capacity, or the bidding on or purchasing of power plants, or bidding on utility procurement solicitations, or consulting on such matters, subject to the limitations in 3) below.
- 2) A trade association or similar organization, or an employee of such organization,
 - a) whose primary focus in proceedings at the Commission is to advocate for persons/entities that purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or

- b) a majority of whose members purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations; or
 - c) formed for the purpose of obtaining Protected Materials; or
 - d) controlled or primarily funded by a person or entity whose primary purpose is to purchase, sell or market energy or capacity at wholesale; bid on, own, or purchase power plants; or bid on utility procurement solicitations.
- 3) A person or entity that meets the criteria of 1) above is not a Market Participant for purpose of access to Protected Materials unless the person/entity seeking access to Protected Materials has the potential to materially affect the price paid or received for electricity if in possession of such information. An entity will be considered not to have such potential if:
- a) the person or entity's participation in the California electricity market is *de minimis* in nature. In the resource adequacy proceeding (R.05-12-013) it was determined in D.06-06-064 § 3.3.2 that the resource adequacy requirement should be rounded to the nearest megawatt (MW), and load serving entities (LSEs) with local resource adequacy requirements less than 1 MW are not required to make a showing. Therefore, a *de minimis* amount of energy would be less than 1 MW of capacity per year, and/or an equivalent of energy; and/or
 - b) the person or entity has no ability to dictate the price of electricity it purchases or sells because such price is set by a process over which the person or entity has no control, *i.e.*, where the prices for power put to the grid are completely overseen by the Commission, such as subject to a standard offer contract or tariff price. A person or entity that currently has no ability to dictate the price of electricity it purchases or sells under this section, but that will have such ability within one year because its contract is expiring or other circumstances are changing, does not meet this exception; and/or
 - c) the person or entity is a cogenerator that consumes all the power it generates in its own industrial and commercial processes, if it can establish a legitimate need for Protected Materials.

G. The term “Non-Market Participant” refers to a Requesting Party that does not meet the definition of Market Participant. The California Independent System Operator is deemed a Non-Market Participant for purposes of this Protective Order.

H. “Reviewing Representatives” are limited to person(s) designated in accordance with Paragraph 5 who meet the following criteria:

- 1) Reviewing Representatives may not currently be engaged in: (a) a transaction for the purchase, sale, or marketing at wholesale of electrical energy or capacity or natural gas (or the direct supervision of any employee(s) engagement in such a transaction); (b) the bidding on or purchasing of power plants (or the direct supervision of any employee(s) engagement in such a transaction); or (c) knowingly providing electricity or gas marketing consulting or advisory services to others in connection with a transaction for the purchase, sale, or marketing at wholesale of electrical energy or capacity or natural gas or the bidding on or purchasing of power plants (or the direct supervision of any employee(s) engagement in such a transaction or consulting).
- 2) Reviewing Representatives may not be an employee of a Market Participant. If the Market Participant or Non-Market Participant chooses to retain outside attorneys, consultants, or experts in the same law firm or consulting firm to provide advice in connection with marketing activities, then the attorney, consultant, or expert serving as a Reviewing Representative must be separated by an ethics wall consistent with the ethics wall requirements in D.11-07-028, as that decision may be subsequently modified or changed by the Commission, from those in the firm who are involved in wholesale commercial dealings.
- 3) Reviewing Representatives shall use Protected Materials only for the purpose of participating in the Commission proceeding in which they received the information.
- 4) Reviewing Representatives are permitted to participate in regulatory proceedings on behalf of Market Participants and Non-Market Participants.
- 5) All Reviewing Representatives are required to execute the Nondisclosure Certificate attached to this Protective Order and are bound by the terms of this Protective Order.

I. The term “Authorized Reviewers” refers to: (1) a Requesting Party that is a Non-Market Participant; or (2) a Reviewing Representative of a Requesting Party. A Requesting Party that is a Market Participant is not an Authorized Reviewer but it may designate a Reviewing Representative in accordance with Paragraph 5.

J. The term “Nondisclosure Certificate” refers to the Nondisclosure Certificate attached as Appendix A.

3. Designation, Filing, and Service of Protected Materials.

When filing or providing in discovery any documents or items containing Protected Materials, a party shall physically mark such documents (or in the case of non-documentary materials such as computer diskettes, on each item) as “PROTECTED MATERIALS SUBJECT TO PROTECTIVE ORDER,” or with words of similar import as long as one or more of the terms “Protected Materials” or “Protective Order” is included in the designation to indicate that the materials in question are Protected Materials. All materials so designated shall be treated as Protected Materials unless and until: (a) the designation is withdrawn pursuant to Paragraph 14 hereof; (b) an Assigned ALJ, Law and Motion ALJ, Assigned Commissioner, or the Commission makes a determination that: (i) the document does not contain Protected Materials or does not warrant confidential treatment or (ii) denies a motion to file the document under seal; or (c) the document or information becomes public knowledge, other than through disclosure in violation of this Protective Order or any other nondisclosure agreement or protective order. However, the Disclosing Party has the burden of showing that the documents are Protected Materials, and merely marking a document “Protected Materials” is insufficient to meet that burden.

All documents containing Protected Materials that are tendered for filing with the Commission shall be placed in sealed envelopes or otherwise appropriately protected and shall be tendered with a motion to file the document under seal pursuant to Rule 11.4 of the

Commission's Rules of Practice and Procedure. All documents containing Protected Materials that are served on parties in a proceeding shall be placed in sealed envelopes or otherwise appropriately protected and shall be endorsed to the effect that they are served under seal pursuant to this Protective Order. Such documents shall only be served upon Authorized Reviewers and persons employed by or working on behalf of the Commission. Service upon Authorized Reviewers and persons employed by or working on behalf of the Commission may either be: (a) by electronic mail in accordance with the procedures adopted in this proceeding; (b) by facsimile; or (c) by overnight mail or messenger service. Whenever service of a document containing Protected Materials is made by overnight mail or messenger service, the Assigned ALJ shall be served with such document by the same means and at the same time.

4. Redaction of Documents. Whenever a Party files, serves or provides in discovery a document that includes Protected Materials (including but not limited to briefs, testimony, exhibits, and responses to data requests), such Party shall also prepare a redacted version of such document. The redacted version shall enable persons familiar with this proceeding to determine with reasonable certainty the nature of the data that has been redacted and where the redactions occurred. The redacted version of a document to be filed shall be served on all persons on the service list, and the redacted version of a discovery document shall be served on all persons entitled thereto.

5. Designation of Reviewing Representatives. The Requesting Party shall provide written notice identifying its proposed Reviewing Representative(s) to the Disclosing Party before the Disclosing Party provides any Protected Materials to the Requesting Party's Authorized Reviewers. The written notice shall include the information identified in this paragraph. If the Requesting Party decides to designate any additional Reviewing Representative(s) after the Requesting Party's Authorized Reviewers receive Protected

Materials, the Requesting Party shall identify the additional proposed Reviewing Representative(s) to the Disclosing Party before the Requesting Party provides Protected Materials to the additional Reviewing Representative(s). Within five (5) business days after receiving written notice of the identity of any Reviewing Representative, the Disclosing Party may provide the Requesting Party with a written objection to a specific Reviewing Representative stating the grounds for the objection. Any dispute concerning whether an identified person or entity is an appropriate Reviewing Representative shall be resolved through the dispute resolution procedures in Paragraph 11 of this Protective Order. If a Disclosing Party objects to a specific Reviewing Representative within five (5) business days after the Reviewing Representative is identified, the Parties shall not provide any Protected Materials to the disputed Reviewing Representative until the Parties are able to resolve the dispute consistent with the dispute resolution procedures in Paragraph 11. Failure by the Disclosing Party to object within five (5) business days does not waive the Disclosing Party's right to later object to the Reviewing Representative, even if Protected Materials has already been disclosed. However, further disclosure of Protected Materials would be stayed until the parties are able to resolve the dispute consistent with the dispute resolution procedures in Paragraph 11.

Reviewing Representative(s) have a duty to disclose to the Disclosing Party any potential conflict of interest that puts the Reviewing Representative in violation of D.06-12-030, as modified by subsequent decisions of the Commission. A resume or curriculum vitae is reasonable disclosure of such potential conflicts, and should be the default evidence provided in most cases.

6. Nondisclosure Certificates. A Reviewing Representative shall not inspect, participate in discussions regarding, or otherwise be granted access to, Protected Materials unless and until he or she has first completed and executed a Nondisclosure Certificate, attached hereto

as Appendix A, and delivered the signed Nondisclosure Certificate to the Disclosing Party. The Disclosing Party shall retain the executed Nondisclosure Certificates pertaining to the Protected Materials it has disclosed and shall promptly provide copies of the Nondisclosure Certificates to Commission Staff upon request.

7. Access to Protected Materials and Use of Protected Materials. Subject to the terms of this Protective Order, Authorized Reviewers shall be entitled to access any Protected Materials and may make copies of Protected Materials, but such copies become Protected Materials. Authorized Reviewers may make notes of Protected Materials, which shall be treated as Protected Materials if such notes disclose any Protected Materials. Protected Materials obtained by a Party in this proceeding may also be requested by that Party in a subsequent Commission proceeding, subject to the terms of any nondisclosure agreement or protective order governing that subsequent proceeding, without constituting a violation of this Protective Order.

8. Maintaining Confidentiality of Protected Materials. Each Authorized Reviewer shall treat Protected Materials as confidential in accordance with this Protective Order and the Nondisclosure Certificate. Protected Materials shall not be used except as necessary for participation in this proceeding, and shall not be disclosed in any manner to any person except: (i) Authorized Reviewers; (ii) an Authorized Reviewer's employees and administrative personnel, such as clerks, secretaries, and word processors, to the extent necessary to assist the Authorized Reviewer, provided that they shall first ensure that such personnel are familiar with the terms of this Protective Order and have signed a Nondisclosure Certificate; and (iii) persons employed by or working on behalf of the Commission. Authorized Reviewers shall adopt suitable measures to maintain the confidentiality of Protected Materials they have obtained pursuant to this Protective Order, and shall treat such Protected Materials in the same manner as they treat their own most highly confidential information.

Authorized Reviewers shall be liable for any unauthorized disclosure or use by themselves and/or employees, paralegals, or administrative staff. In the event any Authorized Reviewer is requested or required by applicable laws or regulations, or in the course of administrative or judicial proceedings (in response to oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of Protected Materials, the Authorized Reviewer shall immediately inform the Disclosing Party of the request, and the Disclosing Party may, at its sole discretion and cost, direct any challenge or defense against the disclosure requirement, and the Authorized Reviewer shall cooperate in good faith with such Party either to oppose the disclosure of the Protected Materials consistent with applicable law, or to obtain confidential treatment of the Protected Materials by the person or entity who wishes to receive them prior to any such disclosure. If there are multiple requests for substantially similar Protected Materials in the same case or proceeding where an Authorized Reviewer has been ordered to produce certain specific Protected Materials, the Authorized Reviewer may, upon request for substantially similar materials by another person or entity, respond in a manner consistent with that order to those substantially similar requests.

9. Return or Destruction of Protected Materials. Protected Materials shall remain available to Authorized Reviewers until an order terminating this proceeding becomes no longer subject to judicial review. If requested to do so in writing after that date, the Authorized Reviewers shall, within fifteen days after such request, return the Protected Materials to the Disclosing Party that produced such Protected Materials, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and notes of Protected Materials may be retained, if such Protected Materials are maintained in accordance with Paragraph 8. Within such time period each Authorized Reviewer, if requested to do so, shall also submit to the Disclosing Party an affidavit stating that, to the best

of its knowledge, all Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 8. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Protective Order.

In the event that a Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged to provide services in this proceeding, then access to such materials by that person shall be terminated and the Reviewing Representative shall immediately return or destroy all Protected Materials, or provide an affidavit stating that all Protected Materials and all notes of Protected Materials will be maintained in accordance with Paragraph 8. Even if a Reviewing Representative is no longer engaged in this proceeding, every such person shall continue to be bound by the provisions of this Protective Order and the Nondisclosure Certificate.

10. Access and Use by Governmental Entities.

A. In the event the Commission receives a request from the California Energy Commission (“CEC”) for a copy of or access to any Party’s Protected Materials, the procedure for handling such requests shall be as follows. Not less than five (5) business days after delivering written notice to the Disclosing Party of the request, the Commission shall release such Protected Materials to the CEC upon receipt from the CEC of an Interagency Information Request and Confidentiality Agreement (“Interagency Confidentiality Agreement”). Such Interagency Confidentiality Agreement shall: (i) provide that the CEC will treat the requested Protected Materials as confidential in accordance with this Protective Order; (ii) include an explanation of the purpose for the CEC’s request, as well as an explanation of how the request relates to furtherance of the CEC’s functions; (iii) be signed by a person authorized to bind the CEC contractually; and (iv) expressly state that furnishing of the requested Protected Materials to employees or representatives of the CEC does not, by itself, make such Protected Materials public. In addition, the Interagency Confidentiality Agreement shall include an express

acknowledgment of the Commission's sole authority (subject to judicial review) to make the determination whether the Protected Materials should remain confidential or be disclosed to the public, notwithstanding any provision to the contrary in the statutes or regulations applicable to the CEC.

B. In the event the Commission receives a request for a copy of or access to a party's Protected Materials from a state governmental agency other than the CEC that is authorized to enter into a written agreement sufficient to satisfy the requirements for maintaining confidentiality set forth in Government Code Section 6254.5(e), the Commission may, not less than five (5) business days after giving written notice to the Disclosing Party of the request, release such Protected Materials to the requesting governmental agency, upon receiving from the requesting agency an executed Interagency Confidentiality Agreement that contains the same provisions described in Paragraph 10.A above.

C. The CEC may use Protected Materials when needed to fulfill its statutory responsibilities or cooperative agreements with the Commission. Commission confidentiality designations will be maintained by the CEC in making such assessments, and the CEC will not publish any assessment that directly reveals the data or allows the data submitted by an individual load serving entity to be "reverse engineered."

11. Dispute Resolution. All disputes that arise under this Protective Order, including but not limited to alleged violations of this Protective Order and disputes concerning whether materials were properly designated as Protected Materials, shall first be addressed by the parties through a meet and confer process in an attempt to resolve such disputes. If the meet and confer process is unsuccessful, either party may present the dispute for resolution to the Assigned ALJ or the Law and Motion ALJ.

12. Other Objections to Use or Disclosure. Nothing in this Protective Order shall be construed as limiting the right of a Party, the Commission Staff, or a state governmental agency covered by Paragraph 10 to object to the use or disclosure of Protected Materials on any legal ground, including relevance or privilege.

13. Remedies. Any violation of this Protective Order shall constitute a violation of an order of the Commission. Notwithstanding the foregoing, the parties and Commission Staff reserve their rights to pursue any legal or equitable remedies that may be available in the event of an actual or anticipated disclosure of Protected Materials.

14. Withdrawal of Designation. A Disclosing Party may agree at any time to remove the “Protected Materials” designation from any materials of such Party if, in its opinion, confidentiality protection is no longer required. In such a case, the Disclosing Party will notify all Requesting Parties that the Disclosing Party has agreed to withdraw its designation of Protected Materials for specific documents or material.

15. Modification. This Protective Order shall remain in effect unless and until it is modified or terminated by the Commission or the Assigned ALJ. The identity of the parties submitting Protected Materials may differ from time to time. In light of this situation, modifications to this Protective Order may become necessary. The Parties shall work cooperatively to develop such modifications and, to the extent the Parties are able to agree to modifications, shall file a motion with the Assigned ALJ or the Commission seeking approval of the modifications. To the extent Parties are unable to agree on modifications after a good faith effort, each party governed by this Protective Order has the right to seek modifications in it as appropriate from the Assigned ALJ or the Commission.

16. Interpretation. Headings are for convenience only and may not be used to restrict the scope of this Protective Order.

Entered: _____
Administrative Law Judge

Date: _____

APPENDIX A TO PROPOSED PROTECTIVE ORDER
BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Submission of Agreement Between Southern)
California Edison Company and Multiple)
Counterparties)
)
)
_____)

Advice 4064-E

NONDISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of California Public Utilities Commission.

Signed: _____

Name _____

Title: _____

Organization: _____

Dated: _____